

Schuyler Line Navigation Company, LLC &
American President Lines, LLC

Space Charter Agreement

FMC Agreement No. _____

This Agreement has not been published previously.

Expiration Date: None

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1: FULL NAME OF THE AGREEMENT	1
ARTICLE 2: PURPOSE OF THE AGREEMENT	1
ARTICLE 3: PARTIES OF THE AGREEMENT	1
ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT	1
ARTICLE 5: AGREEMENT AUTHORITY	2
ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATION OF AUTHORITY	3
ARTICLE 7: MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION	4
ARTICLE 8: VOTING	4
ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT	4
ARTICLE 10: NON-ASSIGNMENT	5
ARTICLE 11: ARBITRATION	5
ARTICLE 12: APPLICABLE LAW AND SEVERABILITY	7
ARTICLE 13: COUNTERPARTS	7
ARTICLE 14: AMENDMENT	8
ARTICLE 15: COMPLIANCE WITH LAWS	8
ARTICLE 16: NOTICES	8

ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the Schuyler Line Navigation Company, LLC & American President Lines, LLC Space Charter Agreement (hereinafter referred to as the “Agreement”).

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize the Parties to charter space to/from one another in the Trade.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter “Party” or “Parties”) are:

Schuyler Line Navigation Company, LLC
130 Severn Ave #201
Annapolis, MD 21403
(hereinafter referred to as (“SLN”))

American President Lines, LLC.
1667 K Street NW
Suite 400
Washington DC 20006
(hereinafter referred to as (“APL”))

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

This Geographic Scope of this Agreement is the trade, direct or via transshipment service, between ports in the United States, including the U.S. Virgin Islands, and the inland and coastal points served by such ports, and ports in Dominican Republic, Haiti, Suriname, Jamaica, Trinidad & Tobago, Bahamas, Martinique, Saint Vincent and the Grenadines, Grenada, Dominica, Curacao, Saint Lucia, Antigua & Barbuda, Cayman Islands, Aruba, Saint Kitts &

Nevis, Honduras, Belize, Guatemala, Nicaragua, Costa Rica, Montserrat, Colombia, Venezuela, British Virgin Islands, Saint Barthelemy, Caribbean Netherlands, Guadeloupe, Barbados, Anguilla, Argentina, Bolivia, Brazil, Chile, Ecuador, Guyana, Paraguay, Uruguay, French Guiana, Panama, Peru, and Mexico, and the inland and coastal points served by such ports (the “Trade”). It is understood and agreed that cargo transported hereunder may originate at or be destined to locations outside the Trade.

ARTICLE 5: AGREEMENT AUTHORITY

5.1 The Parties are authorized to discuss and agree upon the charter of space for the carriage of both containerized and Ro/Ro cargo on their respective vessels to/from one another on an “as-needed/as-available” basis for the movement of rolling stock or containerized cargo in such amounts, for such charter hire and upon such other terms and conditions as they may from time to time agree.

5.2 The Parties are authorized to discuss and agree on the routing and scheduling of their vessels subject to such charter. Initially, however, each Party shall determine the routing and scheduling of its own vessels, subject to the understanding that the Parties shall provide one another with timely written notice of any permanent change in vessel rotation or ports to be served.

5.3 The space charter arrangements provided hereunder do not create a joint service; do not permit the Parties to discuss or agree on rates or terms of shipping to be offered or charged to the shipping public or any government; do not permit capacity rationalization; and do not permit the Parties to pool cargo or revenue.

5.4 Compensation for any space chartered pursuant to this Agreement shall be upon such terms and at such hire as the Parties may from time to time agree. Billing and payment terms and conditions shall also be as agreed between the Parties from time to time.

5.5 The Parties are authorized to discuss and agree upon administrative matters and related issues, including, but not limited to, procedures for allocating space, forecasting, terminal operations, schedule adjustments, recordkeeping, responsibility for loss, damage or injury, the interchange of information and data regarding all matters within the scope of this Agreement (other than vessel operating cost data), terms and conditions for force majeure relief, insurance, indemnification, and treatment of hazardous and dangerous cargoes.

5.6 Each Party shall retain its separate identity and shall have separate sales, pricing, and marketing functions. Each Party shall issue its own bills of lading, and shall be fully responsible for cargoes moved under its own bills of lading, except in such circumstances in which one party may act as freight broker for the other Party and move cargo under such Party's bill of lading.

5.7 Nothing herein shall authorize the Parties to jointly operate a marine terminal in the United States nor to jointly negotiate for or jointly procure terminal services at U.S. ports.

**ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF
AUTHORITY**

6.1 This Agreement shall be administered and implemented by meetings, decisions, memoranda, writings and other communications between the Parties.

6.2 The following individuals shall have the authority to file this Agreement with the

Federal Maritime Commission as well as the authority to delegate same:

- (a) Any authorized officer of each of the Parties; and
- (b) Legal counsel for each of the Parties.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

7.1 New parties to this Agreement may be added only upon unanimous consent. The addition of any new party to this Agreement shall become effective after an amendment noticing its admission has been filed with the Federal Maritime Commission and become effective under the Shipping Act of 1984.

7.2 Any Party may withdraw from this Agreement in accordance with the provisions of Article 9 hereof.

ARTICLE 8: VOTING

All decisions under this Agreement, including any amendment hereto, shall be by unanimous agreement of the Parties. Each Party has a single vote with respect to all matters under this Agreement.

ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

9.1 This Agreement shall be effective as of the date it becomes effective under the U.S. Shipping Act of 1984.

9.2 Either Party may resign from this Agreement at any time by giving forty-five (45) days advance written notice or written notice on such lesser period of time as the Parties may mutually agree in writing.

9.3 The Federal Maritime Commission shall be promptly notified in writing of any

termination of this Agreement.

9.4 This Agreement may be terminated at any time, and with immediate effect, in the event a Party breaches its obligations under Article 15, "Compliance with Laws."

ARTICLE 10 – NON-ASSIGNMENT

The rights and obligations of each Party under the Agreement shall not be assignable except to subsidiaries, parent companies, or fellow subsidiaries or with the prior agreement of the other Party. This Agreement shall be binding on the successors and permitted assigns of the parties hereto. This Agreement shall not be construed so as to confer any right or benefit upon any other person other than the parties hereto.

ARTICLE 11 – ARBITRATION

11.1 Except as otherwise provided herein, any dispute or claim arising out of or in connection with this Agreement which is not amicably settled by the Parties shall be settled by arbitration. Arbitration shall be held in New York, NY under the rules of the Society of Maritime Arbitration, Inc. then in effect ("Society Rules") by three (3) arbitrators who shall have no financial or personal interest whatsoever in or with any Party and shall not have acquired a detailed prior knowledge of the matter in dispute. Upon agreement among the Parties, arbitration may be held in any other place and/or before a single arbitrator mutually agreed upon by the Parties.

11.2 Any Party may call for such arbitration by service upon the other of a written notice specifying a brief description of the disputes, the monetary amount involved, if any, the differences which such Party desires to put to arbitration, and the remedy sought. Within fifteen

(15) days after service of such notice, each Party shall appoint an arbitrator and the two arbitrators so chosen shall appoint a third arbitrator (or the Parties may, within that timeframe, agree on a single arbitrator). In the event either Party fails to appoint an arbitrator within the time provided, or if the two Party- appointed arbitrators are unable to agree upon the third arbitrator, either Party may request the President of the Society of Maritime Arbitrators, Inc. to appoint such arbitrator. The arbitration shall thereafter be conducted under the Society Rules except as expressly provided herein.

11.3 For any disputes involving one hundred thousand United States Dollars (US\$100,000) or less, excluding interest, costs of arbitration and legal fees and expense, the dispute is to be governed by the “Shortened Arbitration Procedure” unless a Party objects, in which case the Parties shall arbitrate on documents only, as contemplated under section 27 of Society Rules.

11.4 The panel’s decision, including written findings of fact and conclusions, shall be rendered within the period provided in the Society Rules. Judgment may be entered on an award of the arbitrators and shall be enforceable in a court of competent jurisdiction. The arbitrators may allocate the costs of arbitration, along with reasonable attorney fees, to one or more participating parties in a manner consistent with the award or decision. The arbitrator may not award exemplary or punitive damages and may not order specific performance.

11.5 A copy of the decision shall be served by the arbitrators on the Parties. Notwithstanding Article 11.1 above, the Parties expressly agree that any award resulting from such arbitration shall be withheld from publication by the Society of Maritime Arbitrators, Inc.

and/or its correspondents.

11.6 Any dispute relating to loss or damage to cargo or container carried under either Party's bill of lading shall be referred to the law and jurisdiction mentioned in the bill of lading of that Party.

ARTICLE 12 – APPLICABLE LAW AND SEVERABILITY

12.1 The interpretation, construction, and enforcement of this Agreement shall be governed by (i) the law of the State of New York without references to the laws respecting conflicts of laws, and (ii) to the extent applicable, the laws of the United States. Nothing in this Agreement shall relieve the Parties from the applicable requirements of the U.S. Shipping Act of 1984, as amended.

12.2 Notwithstanding the foregoing, if any term or provision to this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any applicable enactment or rule or law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

ARTICLE 13: COUNTERPARTS

This Agreement and any future amendment hereto may be executed in counterparts. Each such counterpart shall be deemed an original, and all together shall constitute one and the same agreement. This Agreement may be executed and delivered by exchange of email copies showing the signatures of each Party, and the original signatures need not be affixed to the same copy.

ARTICLE 14: AMENDMENT

Any modification or amendment of this Agreement must be in writing and signed by both Parties and may not be implemented until filed with the FMC and effective under the Shipping Act of 1984, as amended.

ARTICLE 15: COMPLIANCE WITH LAWS

The Parties agree to comply with all applicable laws, rules, directives and/or orders issued by any authorities having jurisdiction over this Agreement and the services operated hereunder. The Parties warrant that they are not identified on the U.S. Treasury Department's list of specifically designated nationals and blocked persons ("SDN List") and that the goods and/or containers transported on a vessel owned and/or operated by any Party on the SDN List.

ARTICLE 16: NOTICES

All notices required to be given in writing, unless otherwise specifically agreed, shall be sent by registered mail or courier service to the addresses listed in Article 3. A copy of such notices sent to APL should be provided to the following address:

American President Lines, LLC
Legal Department
1667 K St. NW, Suite 400
Washington, DC 20006

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties to this Agreement hereby agree this 15th day
of March 2021, to file this Agreement with the Federal Maritime Commission.

Schuyler Line Navigation Company, LLC



Name: Russell Paret

Title: President

American President Lines, LLC.



Name: Lars Magnusson

Title: Sr. Director